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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

19 JONATHAN JEROZAL and NIKKI  
20 GIN, individually and on behalf of  
21 all other members of the general  
public similarly situated.

22 || Plaintiff.

23 | v.

24 STRYKER CORPORATION, a Michigan corporation,

25

Defendant.

Case No.: 2:22-CV-4094-GW-AFMx

**PLAINTIFFS' OPPOSITION TO  
DEFENDANT STRYKER  
CORPORATION'S MOTION TO  
DISMISS PURSUANT TO FED. R.  
CIV. PROC. 12(b)(2) AND 12(b)(6)**

Date: January 12, 2023

Time: 8:30 a.m.

Ctrm.: 9D

Complaint Filed: June 14, 2022

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## **INTRODUCTION**

Defendant Stryker Corporation (“Stryker”), a medical device company that sells its products nationwide, employed Plaintiffs Jonathan Jerozal (“Jerozal”) and Nikki Gin (“Gin”) as Sales Associates in California. Stryker required Plaintiffs and all other Sales Associates to complete a mandatory training period, often requiring 70 to 80 hours of work per week, for several weeks or months. As part of and during the extensive training, Stryker also required some of those Sales Associates, including Gin, to attend training in New Jersey.

Although Sales Associates were in mandatory training and as such entitled to the protections of the wage and hour laws, Stryker failed to pay overtime or provide meal or rest breaks to Sales Associates, and failed to reimburse them for reasonable and necessary business expenses. Plaintiffs filed this class, collective, and representative action to recover unpaid overtime wages and other reimbursement owed to them and others under the federal Fair Labor Standards Act (“FLSA”) and the laws of California and New Jersey.

Stryker’s three arguments in support of dismissal of part or all of Plaintiffs’ First Amended Complaint (“FAC”) fail. *First*, Stryker relies on a premature (and false) fact-based defense that this Court lacks personal jurisdiction, arguing that its subsidiaries, rather than Stryker, employed Plaintiffs. Defendant’s Motion to Dismiss (“Mot.”) at 2, ECF No. 54. Not so. Under well-established California law and the FLSA, Stryker and its subsidiaries, Stryker Employment and Howmedica Osteonics Corp., operated as a single, integrated enterprise such that Stryker is Plaintiffs’ joint employer. While joint employment does not, of itself, establish personal jurisdiction, it rebuts Stryker’s argument that it did not employ Plaintiffs because it was *Stryker* who dictated and controlled the employment policies and practices that gave rise to the California Plaintiffs’ claims. To the extent Stryker argues that it was *not* a joint employer, that is a fact argument irrelevant to personal jurisdiction and unsuitable for adjudication on the pleadings. Regardless of who

1 signed Plaintiffs' paychecks, Stryker's Employee Handbook—which is expressly  
 2 applicable to the California Plaintiffs—provides that *Stryker* “maintains standard  
 3 definitions of employment, and [of] employees . . . as either exempt or non-exempt”  
 4 that are “applicable to all employees of Stryker Corporation (the ‘Company’),  
 5 including all of its divisions and all of its subsidiaries and affiliates, in the United  
 6 States.” FAC ¶¶ 34, 38, ECF No. 52. These contacts satisfy Plaintiffs' *prima facie*  
 7 showing that Stryker is subject to this Court's personal jurisdiction.

8 *Second*, Stryker argues that, under the Supreme Court's decision in *Bristol-*  
*9 Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773 (2017), this Court may not  
 10 exercise personal jurisdiction with respect to FLSA claims that arose outside of  
 11 California. In so doing, Stryker asks this Court to depart radically from the  
 12 reasoning and holdings of California District Courts (to say nothing of other courts  
 13 as well). *See, e.g., Pavloff v. Cardinal Logistics Mgmt. Corp.*, No. CV 20-00363  
 14 PA, 2020 WL 6828902, at \*4 n.2 (C.D. Cal. Oct. 2, 2020) (“The Court, following  
 15 other federal courts in California, finds that ‘*Bristol-Myers* does not apply to FLSA  
 16 claims brought in federal court.’” (citation omitted)). There is no reason that this  
 17 court should deviate from the consensus of its peers, who have repeatedly declined  
 18 to apply *Bristol-Myers* to FLSA collective actions brought in federal court because  
 19 doing so would be contrary to the purpose of the FLSA and the interstate federalism  
 20 concerns that animated the Supreme Court's decision do not apply to federal claims  
 21 brought in federal court.

22 *Third*, Stryker's argument that this Court lacks personal jurisdiction over  
 23 Gin's claim under New Jersey law fails because *but for* Gin's employment in  
 24 California by Stryker, she would not have suffered harm during her mandatory  
 25 training in New Jersey. The entire California-centered course of dealing between  
 26 the parties (which is what courts examine when determining the connection  
 27 between a legal claim and a defendant's contacts with the forum state) compels the  
 28 conclusion that personal jurisdiction exists in these circumstances.

1 For these reasons, the Court should deny Stryker's motion.

2 **FACTUAL BACKGROUND**

3 **I. Stryker Corporation**

4 Stryker is a medical technology company incorporated in Michigan and  
 5 headquartered in Kalamazoo, Michigan. FAC ¶ 20. Stryker is registered to do  
 6 business in California and maintains a registered agent in Glendale, California. *Id.*  
 7 ¶ 22. Stryker maintains offices in San Jose and Fremont, California, and maintains  
 8 principal manufacturing and distribution facilities in California. *Id.* ¶¶ 23, 25.  
 9 Stryker sells its products in California and employs over 2,000 people in California.  
 10 *Id.* ¶¶ 24, 26.

11 Stryker employed or employs Sales Associates throughout the country,  
 12 including in California. *Id.* ¶ 27. Stryker advertised job openings for Sales  
 13 Associates in California on its website. *Id.* ¶ 31. Stryker prepared the application for  
 14 employment that prospective Sales Associates were required to complete when  
 15 applying for a job in California. *Id.* ¶ 30. Stryker issued letters offering applicants  
 16 jobs as Sales Associates in California and describing the terms and conditions of  
 17 employment, including how applicants would be compensated and the benefits they  
 18 would receive. *Id.* ¶ 32.

19 **II. Plaintiffs Jonathan Jerozal and Nikki Gin**

20 Stryker employed Plaintiff Jerozal, a California resident, as a Sales Associate  
 21 in Los Angeles, California from approximately October 2020 to November 2020.  
 22 *Id.* ¶ 18. Stryker employed Plaintiff Gin, a California resident, as a Sales Associate  
 23 in a sales region that included Southern California and Arizona. *Id.* ¶ 19. As a  
 24 condition of their employment, Stryker required all of its Sales Associates,  
 25 including Jerozal and Gin, to complete a mandatory training period, often requiring  
 26 70 to 80 hours of work per week for several weeks or months. *Id.* ¶¶ 2, 45-49, 51.  
 27 Stryker required some of those Sales Associates, including Gin, to attend some or  
 28 all of this mandatory training in New Jersey. *Id.* ¶ 50. During this mandatory

1 training period, Stryker misclassified Sales Associates, including Plaintiffs, as  
 2 exempt from overtime wages and thus did not pay Sales Associates overtime  
 3 wages. *Id.* ¶¶ 45, 52-56. As a matter of uniform company policy and/or practice,  
 4 Stryker did not provide Sales Associates with meal or rest breaks and did not  
 5 reimburse Sales Associates for reasonable and necessary business expenses, such as  
 6 home internet use and data fees. *Id.* ¶¶ 57-59.

7 **III. Stryker's Uniform Employment Policies and Practices**

8 Stryker directly or indirectly owns or owned several subsidiaries, including  
 9 but not limited to Stryker Employment Company, LLC and Howmedica Osteonics  
 10 Corp. *Id.* ¶ 28. Stryker's role in relation to its subsidiaries was more than that of a  
 11 typical corporate parent company. *Id.* Stryker dictated and controlled the  
 12 employment policies of "all employees of the Stryker Corporation (the 'Company'),  
 13 including all of its divisions and all of its subsidiaries and affiliates, in the United  
 14 States." *Id.* ¶ 34; Coleman Decl., Ex. 1, at 7. Stryker's Employee Handbook states  
 15 that Stryker "maintains standard definitions of employment, and employees as  
 16 either full-time or part-time, **and** as either exempt or non-exempt." Coleman Decl.,  
 17 Ex. 1, at 21. It further provides that all of Stryker's employees, "regardless of  
 18 division or location[,] are expected to comply with and follow each of the 13  
 19 corporate policies and procedures established by the Company." *Id.* at 10. Stryker's  
 20 Corporate Policy 1 is Stryker Corporation's Code of Conduct that "establishes  
 21 policies and procedures that are intended to guide employees . . . in the performance  
 22 of their duties and responsibilities and ensure compliance with the company's  
 23 commitment to ethical and lawful conduct." FAC ¶ 35; Coleman Decl., Ex. 2, at 1.  
 24 Stryker requires all Sales Associates to "agree to abide by the provisions of Stryker  
 25 Corporation's Code of Conduct." FAC ¶ 38; Coleman Decl., Ex. 1, at 8.

26 In addition, Stryker's Employee Handbook provides uniform Employment  
 27 Practices and Procedures applicable to all Sales Associates on topics such as  
 28 Attendance and Tardiness, Discipline and Prohibited Conduct, Performance,

1 Professional Appearance, Confidentiality, and Termination of Employment. FAC ¶  
 2 36; Coleman Decl., Ex. 1. Stryker's Employee Handbook also provides uniform  
 3 Compensation and Performance policies applicable to all Sales Associates on topics  
 4 such as Pay Practices, Overtime, Meals and Breaks, and Paychecks and Paydays.  
 5 FAC ¶ 37; Coleman Decl., Ex. 1. The Employee Handbook also contains a  
 6 "California Addendum" providing additional policies "applicable to any employee  
 7 in any division who works within the state of California," including all Sales  
 8 Associates. FAC ¶ 38; Coleman Decl., Ex. 1, at 69.

9 Stryker sponsors the Stryker Corporation 401(k) Savings and Retirement  
 10 Plan available to all of its Sales Associates, regardless of division or subsidiary.  
 11 This plan provides matching contributions to all Sales Associates who elect to defer  
 12 a portion of their compensation. FAC ¶ 40; Coleman Decl., Ex. 3. Stryker also  
 13 offers all Sales Associates, medical, prescription drug, dental and vision coverage  
 14 under the Stryker Corporation Welfare Benefits Plan. FAC ¶ 41; Coleman Decl.,  
 15 Ex. 4.

#### 16 **LEGAL STANDARDS**

17 Stryker moves to dismiss Plaintiffs' complaint under Rule 12(b)(2) and  
 18 12(b)(6). Under Rule 12(b)(2), "the plaintiff need only make a *prima facie* showing  
 19 of jurisdictional facts to withstand the motion to dismiss." *Brayton Purcell LLP v.*  
 20 *Recordon & Recordon*, 606 F.3d 1124, 1127 (9th Cir. 2010) (citation omitted). The  
 21 Court must accept uncontested allegations in the Plaintiffs' complaint as true  
 22 and resolve all disputed facts in favor of the Plaintiffs. *Id.*

23 In deciding a 12(b)(6) motion, a court "may generally consider only  
 24 allegations contained in the pleadings, exhibits attached to the complaint, and  
 25 matters properly subject to judicial notice." *Swartz v. KPMG LLP*, 476 F.3d 756,  
 26 763 (9th Cir. 2007). The court must construe the complaint in the light most  
 27 favorable to the plaintiff, accept all allegations of material fact as true, and draw all  
 28 reasonable inferences from well-pleaded factual allegations. *Gompper v. VISX, Inc.*,

1 298 F.3d 893, 896 (9th Cir. 2002); *Sprewell v. Golden State Warriors*, 266 F.3d  
 2 979, 988 (9th Cir. 2001), *amended on denial of reh'g*, 275 F.3d 1187 (9th Cir.  
 3 2001). Where a plaintiff facing a 12(b)(6) motion has pled “factual content that  
 4 allows the court to draw the reasonable inference that the defendant is liable for the  
 5 misconduct alleged,” the motion should be denied. *Ashcroft v. Iqbal*, 556 U.S. 662,  
 6 678 (2009); *Sylvia Landfield Tr. v. City of Los Angeles*, 729 F.3d 1189, 1191 (9th  
 7 Cir. 2013).

8 **ARGUMENT**

9 **I. This Court Has Personal Jurisdiction Over Stryker.**

10 Under the Due Process Clause, a court may exercise personal jurisdiction  
 11 over a nonresident defendant “where the defendant has sufficient ‘minimum  
 12 contacts’ with the forum state, such that the exercise of jurisdiction would not  
 13 ‘offend traditional notions of fair play and substantial justice.’” *Rex Real Est. Exch.,*  
 14 *Inc. v. Rex Real Est. I, L.P.*, No. CV 18-4161-GW(SSX), 2018 WL 8335386, at \*3  
 15 (C.D. Cal. Sept. 20, 2018) (Wu, J.) (citation omitted). “Personal jurisdiction may be  
 16 either general or specific.” *Durward v. One Techs. LLC*, No. CV 19-6371-GW-  
 17 AGRX, 2019 WL 4930229, at \*2 (C.D. Cal. Oct. 3, 2019) (Wu, J.). “Each depends  
 18 on the quantity and quality of contacts that the defendant has with the state.” *LNS*  
 19 *Enters. LLC v. Cont'l Motors, Inc.*, 22 F.4th 852, 858-59 (9th Cir. 2022).

20 Specific jurisdiction, which is at issue here, “exists when a case arises out of  
 21 or relates to the defendant’s contacts with the forum.” *Ranza v. Nike, Inc.*, 793 F.3d  
 22 1059, 1068 (9th Cir. 2015) (citation omitted). The Ninth Circuit uses the following  
 23 three-part test to determine whether a defendant’s “minimum contacts” meet the  
 24 due process standard for the exercise of specific personal jurisdiction:

25 (1) The non-resident defendant must purposefully direct his activities  
 26 or consummate some transaction with the forum or resident thereof; or  
 27 perform some act by which he purposefully avails himself of the  
 28 privilege of conducting activities in the forum, thereby invoking the

1           benefits and protections of its laws; (2) the claim must be one which  
 2           arises out of or relates to the defendant's forum-related activities; and  
 3           (3) the exercise of jurisdiction must comport with fair play and  
 4           substantial justice, i.e. it must be reasonable.

5           LNS, 22 F.4th at 859 (citation omitted). "All three prongs must be satisfied to assert  
 6           personal jurisdiction, but the first two prongs have a unique relationship to one  
 7           another. [T]his court has stated that in its consideration of the first two prongs, [a]  
 8           strong showing on one axis will permit a lesser showing on the other." *Id.* (citation  
 9           omitted).

10           The allegations in the FAC establish that Stryker has sufficient contacts with  
 11           California to satisfy due process. Stryker purposefully directed its activities to  
 12           California by, among other things, hiring and employing Plaintiffs and other Sales  
 13           Associates in California, requiring Plaintiffs and other Sales Associates in  
 14           California to complete the mandatory training program and, most importantly,  
 15           dictating and controlling the uniform employment policies and practices that  
 16           misclassified Plaintiffs and other Sales Associates in California as exempt from  
 17           overtime compensation—the very activities that give rise to Plaintiffs' claims.

18           A. **Stryker Was Plaintiffs' Employer.**

19           Stryker argues that because Plaintiffs' W-2s and wage statements were issued  
 20           by its subsidiaries, rather than Stryker itself, it was not Plaintiffs' employer and  
 21           therefore personal jurisdiction over it cannot exist. This contradicts the well-  
 22           pled allegations and misapplies the law. Stryker and its subsidiaries, Stryker  
 23           Employment and Howmedica Osteonics Corp., operated as an integrated enterprise  
 24           such that Stryker may be considered, at minimum, Plaintiffs' joint employer under  
 25           California law and the FLSA.<sup>1</sup>

26  
 27           

---

<sup>1</sup> Indeed, another court has previously determined that a reasonable jury could find  
 28           that Stryker and Howmedica were joint employers under California's integrated  
           enterprise test. *Trosper v. Stryker Corp., Howmedica Osteonics Corp., et al.*, No.  
           13-cv-0607, 2014 WL 1619052, at \*3 (N.D. Cal. Apr. 22, 2014).

1        **1. The Joint Employer Doctrine Under the FLSA and**  
 2        **California Law.**

3        The joint employer doctrine recognizes that “even where business entities are  
 4        separate, if they share control of the terms [or] conditions of an individual’s  
 5        employment, both companies can qualify as employers.” *Holtegaard v. Howroyd-*  
 6        *Wright Emp’t Agency, Inc.*, No. EDCV 20-509 JGB, 2020 WL 6051328, at \*3  
 7        (C.D. Cal. Aug. 11, 2020) (citation omitted). Under California law, “[w]hether two  
 8        entities are ‘joint employers’ is a legal conclusion that . . . ‘depends on a factual  
 9        inquiry into the totality of the working relationship of the parties.’” *Hibbs-Rines v.*  
 10        *Seagate Techs., LLC.*, No. C 08-05430 SI, 2009 WL 513496, at \*5 (N.D. Cal. Mar.  
 11        2, 2009) (quoting *Vernon v. State*, 116 Cal. App. 4th 114, 124 n.7 (2004)).  
 12        California courts often use the “integrated enterprise” test to determine whether two  
 13        entities are joint employers. *Laird v. Cap. Cities/ABC, Inc.*, 68 Cal. App. 4th 727,  
 14        737 (1998). The integrated enterprise test considers four factors: 1) interrelation of  
 15        operations; 2) common management; 3) centralized control of labor relations; and  
 16        4) common ownership or financial control. *Id.*

17        Under the FLSA, the “economic reality” of an employment situation  
 18        determines whether two entities can be considered joint employers. *Goldberg v.*  
 19        *Whitaker House Coop.*, 366 U.S. 28, 33 (1961). “[T]he concept of joint  
 20        employment should be defined expansively under the FLSA.” *Ray v. L.A. Cnty.*  
 21        *Dep’t of Pub. Soc. Servs.*, 52 F.4th 843, 848 (9th Cir. 2022) (citation omitted). The  
 22        Ninth Circuit has adopted a four-part “economic reality” test to determine joint  
 23        employer status. These factors include whether the employer: “(1) had the power to  
 24        hire and fire the employees, (2) supervised and controlled employee work schedules  
 25        or conditions of employment, (3) determined the rate and method of payment, and  
 26        (4) maintained employment records.” *Id.* (quoting *Bonnette v. Cal. Health &*  
 27        *Welfare Agency*, 704 F.2d 1465, 1469-70 (9th Cir. 1983)). These factors guide a  
 28        court’s analysis, but the ultimate determination must be based “upon the

1       circumstances of the whole activity.” *Rutherford Food Corp. v. McComb*, 331 U.S.  
 2       722, 730 (1947); *Bonnette*, 704 F.2d at 1470 (“The [ ] factors . . . provide a useful  
 3       framework for analysis . . . but they are not etched in stone and will not be blindly  
 4       applied.”).

5                   **2. Stryker Was Plaintiffs’ Joint Employer Under the FLSA**  
 6                   **and California Law.**

7       Under either the “totality of the working relationship” test or the “economic  
 8       reality” test, Stryker qualifies as plaintiffs’ joint employer. Stryker’s operations  
 9       were deeply interrelated with the operations of its subsidiaries; Stryker exercised  
 10       centralized control over labor relations; Stryker dictated and controlled Plaintiffs’  
 11       conditions of employment; and Stryker determined the rate and method of payment  
 12       to Plaintiffs, including whether Plaintiffs were exempt or non-exempt. Specifically,  
 13       Plaintiffs allege that:

- 14           •       Stryker advertised job openings for Sales Associates on its website.  
 15                   FAC ¶ 31; Coleman Decl., Ex. 5.
- 16           •       Stryker prepared the application for employment that prospective Sales  
 17                   Associates were required to complete. FAC ¶ 30.
- 18           •       Stryker issued letters offering applicants jobs as Sales Associates and  
 19                   describing the terms and conditions of employment, including  
 20                   compensation and benefits. *Id.* ¶ 32.
- 21           •       Stryker had access to the personnel records of all Sales Associates. *Id.*  
 22                   ¶ 33; Rizley Decl. ¶ 2.
- 23           •       Stryker created and disseminated an Employee Handbook “applicable  
 24                   to all employees of the Stryker Corporation (the ‘Company’),  
 25                   including all of its divisions and all of its subsidiaries and affiliates, in  
 26                   the United States.” FAC ¶ 34; Coleman Decl., Ex. 1, at 7.
- 27           •       Stryker’s Employee Handbook states that Stryker “maintains standard  
 28                   definitions of employment, and employees as either full-time or part-

1 time, **and** as either exempt or non-exempt.” It further provides that all  
 2 of Stryker’s employees, “regardless of division or location[,] are  
 3 expected to comply with and follow each of the 13 corporate policies  
 4 and procedures established by the Company.” FAC ¶ 34; Coleman  
 5 Decl., Ex. 1, at 21, 10.

- 6 • Stryker’s Corporate Policy 1 is Stryker Corporation’s Code of Conduct  
 7 that “establishes policies and procedures that are intended to guide  
 8 employees . . . in the performance of their duties and responsibilities  
 9 and ensure compliance with the company’s commitment to ethical and  
 10 lawful conduct.” FAC ¶ 35; Coleman Decl., Ex. 3, at 1. Stryker  
 11 requires all Sales Associates to “agree to abide by the provisions of  
 12 Stryker Corporation’s Code of Conduct.” FAC ¶ 38; Coleman Decl.,  
 13 Ex. 1.
- 14 • Stryker’s Employee Handbook provides uniform Employment  
 15 Practices and Procedures applicable to all Sales Associates on topics  
 16 such as: Attendance and Tardiness, Discipline and Prohibited Conduct,  
 17 Performance, Professional Appearance, Confidentiality, and  
 18 Termination of Employment. FAC ¶ 36; Coleman Decl., Ex. 1.
- 19 • Stryker’s Employee Handbook provides uniform Compensation and  
 20 Performance policies applicable to all Sales Associates on topics such  
 21 as Pay Practices, Overtime, Meals and Breaks, and Paychecks and  
 22 Paydays. FAC ¶ 37; Coleman Decl., Ex. 1.
- 23 • Stryker sponsored the Stryker Corporation 401(k) Savings and  
 24 Retirement Plan available to all of its Sales Associates and provided  
 25 matching contributions to all Sales Associates who elected to defer a  
 26 portion of their compensation. FAC ¶ 40; Coleman Decl., Ex. 3.
- 27 • Stryker offered all Sales Associates medical, prescription drug, dental  
 28 and vision coverage under the Stryker Corporation Welfare Benefits

1 Plan. FAC ¶ 41; Coleman Decl., Ex. 4.

2 These allegations are more than sufficient for this Court to find that Stryker was  
 3 plaintiffs' joint employer at the pleadings stage.<sup>2</sup> *See Haralson v. United Airlines,*  
 4 *Inc.*, 224 F. Supp. 3d 928, 939 (N.D. Cal. 2016) ("While [the] plaintiff is not  
 5 required to conclusively establish that defendants were her joint employers at the  
 6 pleading stage, [the] plaintiff must at least allege *some* facts in support of this legal  
 7 conclusion." (citation omitted)). Thus, Stryker's argument that Plaintiffs cannot  
 8 establish personal jurisdiction because Stryker did not employ plaintiffs fails.

9 **B. Stryker Had Sufficient Minimum Contacts With California to**  
 10 **Establish Personal Jurisdiction.**

11 Establishing that Stryker was Plaintiffs' joint employer does not, of itself,  
 12 establish personal jurisdiction. It does, however, fatally undermine Stryker's  
 13 attempt to evade this Court's jurisdiction solely because Stryker was not the  
 14 specific corporate entity that issued Plaintiffs' W-2s and wage statements.  
 15 Regardless of who signed Plaintiffs' paychecks, Stryker had sufficient minimum  
 16 contacts with California to meet the due process standard for the exercise of  
 17 specific personal jurisdiction.

18 **1. Stryker Purposefully Directed Its Activities Toward**  
 19 **California.**

20 The first prong of the test for specific personal jurisdiction may be satisfied  
 21 "by showing that a defendant either purposefully availed itself of the privilege of  
 22 conducting activities in California, or purposefully directed its activities toward  
 23 California." *Durward*, 2019 WL 4930229, at \*2. Purposeful direction is analyzed  
 24

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25 <sup>2</sup> Stryker argues that the Court should disregard these allegations because they are  
 26 contradicted by Aliyya Rizley's broad and conclusory statement in her Declaration  
 27 that "Stryker Corporation does not exercise, and has not exercised at any relevant  
 28 time, day-to-day control over Sales Associates." Mot. at 10. But these allegations  
 are not merely unsupported assertions; Plaintiffs cite to, and often directly quote,  
 Stryker's own documents. To ensure that the cited documents have the proper  
 foundation for consideration by the Court, Plaintiffs provide them to the Court as  
 Exhibits to the Declaration of Christopher E. Coleman.

1 under the “effects test” announced in the Supreme Court’s decision in *Calder v.*  
2 *Jones*, 465 U.S. 783 (1984). *See Dole Food Co. v. Watts*, 303 F.3d 1104, 111 (9th  
3 Cir. 2002). The three-part “effects test” requires that “the defendant allegedly have  
4 1) committed an intentional act, 2) expressly aimed at the forum state, 3) causing  
5 harm that the defendant knows is likely to be suffered in the forum state.” *Id.* at  
6 1111.

7       Typically, “the adoption of a uniform policy regarding the payment (or  
8       nonpayment) of wages”—as occurred here—“satisfies the first prong of the effects  
9       test, the intentional act requirement.” *See Senne v. Kansas City Royals Baseball*  
10      *Corp.*, 105 F. Supp. 3d 981, 1025 (N.D. Cal. 2015) (holding that Major League  
11      Baseball’s uniform compensation policy, which applied to players in California,  
12      satisfied the intentional act requirement of the effects test). Further, “where an  
13      employer knows that its employee is performing work in the forum, the third  
14      requirement is also satisfied because it is reasonably foreseeable that the harm that  
15      results from the alleged violations of wage and hour laws will be felt in California.”  
16      *Id.* at 1025-26. Here, Plaintiffs easily establish all three prongs. Stryker adopted a  
17      “uniform policy regarding the payment (or nonpayment) of wages.” *See* FAC ¶ 34;  
18      Coleman Decl., Ex. 1, at 21, 7 (Stryker “maintains standard definitions of  
19      employment, and [of] employees . . . as either exempt or non-exempt” that are  
20      “applicable to all employees of the Stryker Corporation (the ‘Company’), including  
21      all of its divisions and all of its subsidiaries and affiliates, in the United States.”).  
22      And Stryker knew that Plaintiffs were working in California, as it had access to  
23      Plaintiffs’ employment records. *See* Rizley Decl. ¶ 2.

24 Plaintiffs have also established that Stryker expressly aimed its acts toward  
25 California. In addition to hiring and employing Plaintiffs in California, Stryker  
26 expressly directed its activities toward California by:

- 1       • maintaining two offices in California, *id.* ¶ 23;
- 2       • selling its products in California, *id.* ¶ 24;
- 3       • maintaining principal manufacturing and distribution facilities in
- 4       California, *id.* ¶ 25;
- 5       • employing over 2,000 people in California, *id.* ¶ 26;
- 6       • advertising job openings for Sales Associates in California on its
- 7       website, *id.* ¶ 31; Coleman Decl., Ex. 5;
- 8       • preparing the application for employment that prospective Sales
- 9       Associates were required to complete when applying for a job in
- 10      California, FAC ¶ 30; and,
- 11      • issuing letters offering applicants jobs as Sales Associates in California
- 12      and describing the terms and conditions of employment, including how
- 13      applicants would be compensated and the benefits they would receive,
- 14      *id.* ¶ 32.

15     Indeed, Stryker’s Employee Handbook contains a “California Addendum”  
 16     providing policies “applicable to any employee in any division who works within  
 17     the state of California.” *Id.* ¶ 38. These allegations establish that Stryker  
 18     purposefully directed its activities toward California.

19           **2. Plaintiffs’ Claims Arose Out of Stryker’s Contacts With**  
 20           **California.**

21      “The second prong of the personal jurisdiction analysis mandates that the  
 22      plaintiff[s]’ claims ‘arise out of or relate to the defendant’s contacts with the  
 23      forum.’” *LNS*, 22 F.4th at 861 (citation omitted). Plaintiffs easily satisfy this prong  
 24      too. Stryker hired and employed Plaintiffs in California and required Plaintiffs to  
 25      complete a mandatory training period, often requiring 70 to 80 hours of work per  
 26      week for several weeks. *See* FAC ¶¶ 45-51. And most importantly, Stryker dictated  
 27      and controlled the employment policies and practices that misclassified Plaintiffs as  
 28      exempt from overtime compensation. Again, as Stryker’s Employee Handbook

1 explains, Stryker “maintains standard definitions of employment, and [of]  
2 employees . . . as either exempt or non-exempt” that are “applicable to all  
3 employees of the Stryker Corporation (the ‘Company’), including all of its  
4 divisions and all of its subsidiaries and affiliates, in the United States.” FAC ¶ 34;  
5 Coleman Decl., Ex. 1, at 21, 7. Stryker also dictated and controlled the employment  
6 policies and practices that failed to ensure that Plaintiffs received proper meal and  
7 rest breaks and compensation for necessary business expenses. FAC ¶¶ 57-59; *see*  
8 *also* Coleman Decl., Ex. 1 (Stryker’s Employee Handbook Compensation and  
9 Performance policies regarding Pay Practices, Overtime, Meals and Breaks, and  
10 Paychecks and Paydays). These activities, directed and controlled by Stryker and  
11 applicable to all Stryker employees in California including Plaintiffs, gave rise to  
12 Plaintiffs’ claims. Plaintiffs have satisfied the second prong.

### **3. Exercising Jurisdiction Over Stryker Is Reasonable.**

14        “If the plaintiff establishes the first two prongs, ‘the burden then shifts to the  
15 defendant to present a compelling case that the exercise of jurisdiction would not be  
16 reasonable.’” *LNS*, 22 F.4th at 859 (citation omitted). The Ninth Circuit has  
17 identified seven factors for courts to consider in assessing reasonableness: “(1) the  
18 extent of the defendant’s purposeful injection into the forum state’s affairs; (2) the  
19 burden on the defendant of defending in the forum; (3) the extent of conflict with  
20 the sovereignty of the defendant’s state; (4) the forum state’s interest in  
21 adjudicating the dispute; (5) the most efficient judicial resolution of the  
22 controversy; (6) the importance of the forum to the plaintiffs’ interest in convenient  
23 and effective relief; and (7) the existence of an alternative forum.” *Dole Food*, 303  
24 F.3d at 1114.

25 Stryker fails to present any consideration that would render this Court’s  
26 jurisdiction unreasonable. First, Stryker claims that it did not “purposefully inject”  
27 itself into California. Mot. at 12. But the analysis of purposeful interjection into the  
28 forum state’s affairs “parallels the question of minimum contacts” in determining

1 the reasonableness of an exercise of specific jurisdiction. *Senne*, 105 F. Supp. 3d at  
 2 1044 (quoting *Amoco Egypt Oil Co. v. Leonis Navigation Co., Inc.*, 1 F.3d 848, 852  
 3 (9th Cir.1993)). “Where courts find purposeful direction, the purposeful interjection  
 4 factor usually weighs in favor of a finding of reasonableness.” *Id.* Thus, Plaintiffs  
 5 have established purposeful injection for the same reason that they have established  
 6 purposeful direction.

7 Second, contrary to Stryker’s argument, the burden on Stryker of litigating in  
 8 California is not “so gravely difficult and inconvenient” that it violates due process.  
 9 *Senne*, 105 F. Supp. 3d at 1044 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S.  
 10 462, 486 (1985)). Stryker regularly does business in California, has offices in  
 11 California, and employs over 2,000 people in California. FAC ¶¶ 22-26. Whatever  
 12 the burden on Stryker of defending against Plaintiffs’ claims in California, it is far  
 13 less than the burden that would be imposed on Plaintiffs if the Court were to  
 14 dismiss their claims and require them to refile their claims in a jurisdiction in which  
 15 they do not reside. *Senne*, 105 F. Supp. 3d at 1044 (citing *Sinatra v. Nat'l Enquirer, Inc.*, 854 F.2d 1191, 1199 (9th Cir. 1988) (courts consider both the burden on the  
 16 defendant of litigating in the forum and the burden on the plaintiff that would result  
 17 from transferring or dismissing the action)).

19 Next, Stryker argues that factors three through six weigh in favor of a finding  
 20 of unreasonableness because Plaintiffs seek to represent a nationwide collective.  
 21 Stryker does not point to any specific sovereignty interests that would weigh in  
 22 favor of unreasonableness. In any event, Michigan has no compelling sovereignty  
 23 interest in adjudicating claims against Stryker for alleged violations of federal law.  
 24 California, however, does have a sovereignty interest in adjudicating a dispute  
 25 involving California residents. *Senne*, 105 F. Supp. 3d at 1044 (“Where plaintiffs  
 26 reside in California and the injury occurs here, California has a strong interest in  
 27 adjudicating the dispute.”). As to the question of the most efficient forum for  
 28 judicial resolution, generally, “this factor is ‘no longer weighed heavily given the

1 modern advances in communication and transportation.”” *Harris Rutsky & Co. Ins. Servs. v. Bell & Clements Ltd.*, 328 F.3d 1122, 1133 (9th Cir. 2003) (citation omitted). Stryker’s own argument shows that evidence and witnesses are located throughout the country, not just in Michigan. Mot. at 12 (noting that opt-ins are located in Oklahoma, Idaho, and Arizona and that Gin trained in New Jersey). If anything, this factor shows that the consolidation of Plaintiffs’ claims in one forum is the most efficient method for resolving this controversy.

8 Since none of the foregoing factors weigh (let alone weigh strongly) against  
 9 exercising jurisdiction, the mere existence of an alternate forum does not render this  
 10 Court’s jurisdiction unreasonable. *Nunag-Tanedo v. E. Baton Rouge Par. Sch. Bd.*,  
 11 No. SACV 10-1172-AG (MLGx), 2011 WL 13153190, at \*9 (C.D. Cal. May 12,  
 12 2011) (finding that “the existence of an alternate forum does not change” the  
 13 jurisdictional analysis when other reasonableness factors do not weigh strongly  
 14 against exercising jurisdiction). The exercise of personal jurisdiction over Stryker is  
 15 reasonable.

16 **II. This Court Has Personal Jurisdiction Over the Claims of Out-of-State, Opt-In Plaintiffs.**

18 Stryker argues that *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct.  
 19 1773 (2017), should bar out-of-state opt-in FLSA plaintiffs from bringing suit in  
 20 this Court. Stryker is mistaken for multiple reasons.

21 *First*, the opt-in plaintiffs bring *federal* claims in *federal* court. By contrast,  
 22 *Bristol-Myers* involved plaintiffs bringing *state* law claims in *state* court. This  
 23 distinction is critical because the decision in *Bristol-Myers* was animated by  
 24 concerns about interstate federalism and “must be understood through the lens of  
 25 those interstate federalism concerns, which the Court incorporated in its due  
 26 process analysis.” *Sloan v. Gen. Motors*, 287 F. Supp. 3d 840, 858 (N.D. Cal.  
 27 2018). Indeed, the Court explicitly limited the application of its reasoning to suits  
 28 brought in state court. *Bristol-Myers*, 137 S. Ct. at 1783-84 (“[S]ince our decision

1 concerns the due process limits on the exercise of specific jurisdiction by a State,  
 2 we leave open the question whether the Fifth Amendment imposes the same  
 3 restrictions on the exercise of personal jurisdiction by a federal court.”). Thus, “[i]n  
 4 contrast to *Bristol-Myers*, the due process right does not obtain here in the same  
 5 manner because all federal courts, regardless of where they sit, represent the same  
 6 federal sovereign, not the sovereignty of a foreign state government.” *Sloan*, 287 F.  
 7 Supp. 3d at 858-59; *see also, e.g.*, *Pascal v. Concentra, Inc.*, No. 19-CV-02559-  
 8 JCS, 2019 WL 3934936, at \*5 (N.D. Cal. Aug. 20, 2019) (“*Bristol-Myers* does not  
 9 apply in this case because Plaintiff asserts his claim in a federal court and under  
 10 federal law.”).

11 Without those interstate federalism concerns, “the due process analysis falls  
 12 back on whether ‘the maintenance of the suit . . . offend[s] ‘traditional notions of  
 13 fair play and substantial justice,’ which itself focuses on the burden on the  
 14 defendant (other than a concern about subjecting it to the power of a foreign  
 15 sovereign).” *Sloan*, 287 F. Supp. 3d at 859 (quoting *Int'l Shoe Co. v. Washington*,  
 16 326 U.S. 310, 316 (1945)); *see also* *Waters v. Day & Zimmermann NPS, Inc.*, 23 F.  
 17 4th 84, 92 (1st Cir. 2022) (holding that *Bristol-Myers* “rests on Fourteenth  
 18 Amendment constitutional limits on state courts” which “does not directly limit a  
 19 federal court’s jurisdiction over purely federal-law claims”). Requiring Stryker to  
 20 submit to the jurisdiction of this court does not offend traditional notions of fair  
 21 play and substantial justice, where it employed Sales Associates in California and  
 22 subjected them to its uniform policy of misclassifying employees in training as  
 23 exempt.

24 *Second*, this Court is well suited to adjudicate the claims of both California  
 25 plaintiffs and non-California opt-ins because the claims are based on the FLSA.  
 26 “Unlike the [state law] claims at issue in *Bristol-Myers*, we have before us a federal  
 27 claim created by Congress specifically to address employment practices  
 28 nationwide.” *Swamy v. Title Source, Inc.*, No. C 17-01175 WHA, 2017 WL

1 5196780, at \*2 (N.D. Cal. Nov. 10, 2017) (holding that *Bristol-Myers* does not  
 2 divest courts of personal jurisdiction in FLSA collective actions). “Congress  
 3 created a mechanism for employees to bring their claims on behalf of other  
 4 employees who are ‘similarly situated,’ and in no way limited those claims to in-  
 5 state plaintiffs.” *Id.* (citing 29 U.S.C. 216(b)); *see also Waters*, 23 F.4th at 96-97  
 6 (“[T]he FLSA and its legislative history show that Congress created the collective  
 7 action mechanism to enable all affected employees working for a single employer  
 8 to bring suit in a single, collective action.”). Because “[t]he FLSA’s original  
 9 premise was to target those employers engaged in interstate commerce,” it would  
 10 make little sense to require similarly situated employees to bring suit in different  
 11 states. *Waters*, 23 F.4th at 97. “Interpreting the FLSA to bar collective actions by  
 12 out-of-state employees would frustrate a collective action’s two key purposes: ‘(1)  
 13 enforcement (by preventing violations and letting employees pool resources when  
 14 seeking relief); and (2) efficiency (by resolving common issues in a single  
 15 action).’” *Id.* (citation omitted); *see also Swamy*, 2017 WL 5196780, at \*2  
 16 (applying *Bristol-Myers* to the FLSA “would splinter most nationwide collective  
 17 actions, trespass on the expressed intent of Congress, and greatly diminish the  
 18 efficacy of FLSA collective actions as a means to vindicate employees’ rights”).

19 *Third*, a contrary finding would be impracticable. As the court in *Seiffert v.*  
 20 *Qwest Corp.* explained:

21 The issue of whether a district court possesses personal jurisdiction  
 22 cannot be premised upon the residence of each opt-in plaintiff. No  
 23 FLSA collective action case ever could reach the certification if the  
 24 district court had to evaluate whether it possessed personal jurisdiction  
 25 over each new opt-in plaintiff. The residences of the opt-in plaintiffs  
 26 lack relevance to the issue of specific jurisdiction.

27 No. CV-18-70-GF-BMM, 2018 WL 6590836, at \*4 (D. Mont. Dec. 14, 2018).

28 Thus, the only workable rule is that “[t]he original plaintiff in a collective action

1 under the FLSA dictates a district court’s analysis of specific jurisdiction.” *Id.*  
 2 *Fourth*, as a consequence of the considerations above, every federal court in  
 3 California to have considered this issue has found that *Bristol-Myers* does not apply  
 4 to FLSA collective actions brought in federal court. *See Arends v. Select Med.*  
 5 *Corp.*, No. CV 20-11381 TJH (AGRx), 2021 WL 4452275, at \*1 (C.D. Cal. July 7,  
 6 2021) (“This Court will follow the thirteen other districts that have held that  
 7 *Bristol-Myers* does not apply to FLSA actions.”); *Pavloff*, 2020 WL 6828902, at \*4  
 8 n.2 (“The Court, following other federal courts in California, finds that ‘*Bristol-*  
 9 *Myers* does not apply to FLSA claims brought in federal court.’” (citation  
 10 omitted)); *Chavez v. Stellar Mgmt. Grp. VII, LLC*, No. 19-CV-01353-JCS, 2020  
 11 WL 4505482, at \*8 (N.D. Cal. Aug. 5, 2020) (“Because this Court holds that  
 12 *Bristol-Myers* does not apply to federal courts and federal laws, it joins the list of  
 13 courts following *Swamy* and holds that *Bristol-Myers* does not apply to FLSA  
 14 claims brought in federal court.”).

15 Rather than grapple with this unbroken authority, Stryker focuses on out-of-  
 16 circuit cases that come to a different conclusion. But California federal courts do  
 17 not stand alone in finding that *Bristol-Myers* does not apply to FLSA collective  
 18 actions. For example, the First Circuit held that *Bristol-Myers* does not apply to  
 19 FLSA collective actions. *Waters*, 23 F. 4th at 92-97. Not only did the First Circuit  
 20 find that the federalism concerns in *Bristol-Myers* do not operate in FLSA cases, it  
 21 also explained how Rule 4(k)(1)—used as a basis for applying *Bristol-Myers* in  
 22 many of the out-of-circuit cases cited by *Stryker*—does not mandate a different  
 23 result. The plain language and history of Rule 4 shows that it is limited to issues of  
 24 service of summons, not “constrain[ing] a federal court’s power to act once a  
 25 summons has been properly served, and personal jurisdiction has been established.”  
 26 *Id.* at 94 (noting that even Rule 4’s title, “Summons” suggests that it is solely  
 27 concerned with service). Further, there is another rule—Rule 20—that already “sets  
 28 the limit for allowing additional parties to join a pre-existing lawsuit, permitting

1 joinder of those parties with claims arising out of the ‘same transaction [or]  
 2 occurrence’ and presenting common ‘question[s] of law or fact.’” *Id.* at 96 (quoting  
 3 Fed. R. Civ. P. 20(a)(1)(A), (B)).

4 Stryker provides no reason for this Court to dissent from the unanimous  
 5 voice of California district courts that *Bristol-Myers* does not apply to FLSA  
 6 collective actions brought in federal court. This Court should follow its own  
 7 precedents and the authority relied upon by other California federal courts and deny  
 8 Stryker’s motion.<sup>3</sup>

9 **III. This Court Has Jurisdiction Over Gin’s Claim Under New Jersey Law.**

10 Stryker concedes, as it must, that many courts have found that *Bristol-Myers*  
 11 does not require unnamed class members to demonstrate personal jurisdiction.  
 12 Mot. at 21. Instead, Stryker argues that, under *Bristol-Myers*, California lacks the  
 13 requisite “connection” to Gin’s New Jersey law claim. *Id.* This argument is contrary  
 14 to settled law and the facts as alleged in the complaint.

15 **A. Only a Relationship Between the Suit and Defendant’s Forum**  
 16 **State Contacts Is Required.**

17 The Supreme Court has *rejected* the defendant’s claim that *Bristol-Myers*  
 18 changed the jurisdictional analysis such that the link between the defendant’s  
 19

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20 <sup>3</sup> For the same reason, the Court should deny Stryker’s motion to dismiss the FLSA  
 21 claims asserted on behalf of unnamed non-resident plaintiffs under Rule 12(b)(6).  
 22 Moreover, Stryker’s motion under Rule 12(b)(6) is premature. Courts have  
 23 generally “declined to reach the question of personal jurisdiction before individuals  
 24 have even been given notice of the collective action and an opportunity to opt-in.”  
*Iannotti v. Wood Grp. Mustang*, No. 20-cv-958-DWD, 2021 WL 2805812, at \*5  
 25 (S.D. Ill. July 6, 2021). The reason is simple: “Defendants generally cannot  
 26 preemptively prevent a party from joining a suit due to lack of jurisdiction; they  
 27 must wait until the party attempts to join, then move for dismissal.” *Id.* (quoting  
*Knecht v. C & W Facility Servs., Inc.*, 534 F. Supp. 3d 870, 876 (S.D. Ohio 2021));  
 28 *see also Warren v. MBI Energy Servs., Inc.*, No. 1:19-cv-00800-RM-STV, 2020  
 WL 5640617, at \*2 (D. Colo. Sept. 22, 2020) (addressing the application of *Bristol-Myers*  
 at the conditional certification stage “puts the proverbial cart before the  
 horse”); *Belt v. P.F. Chang’s China Bistro, Inc.*, No. 18-3831, 2020 WL 3829026,  
 at \*7-8 (E.D. Pa. July 8, 2020) (“[T]he Court cannot decide whether it has  
 jurisdiction over individuals who have not yet opted-in because they are not parties  
 to the collective action.”).

1 conduct and the claims “must be causal in nature.” *Ford Motor Co. v. Montana*  
 2 *Eighth Judicial Dist. Ct.*, 141 S. Ct. 1017, 1026 (2021) (rejecting defendant’s  
 3 argument that jurisdiction “attaches only if the defendant’s forum conduct *gave rise*  
 4 to the plaintiff’s claims”). Instead, the “rule demands that the suit ‘arise out of *or*  
 5 *relate to* the defendant’s contacts with the forum.’” *Id.* (quoting *Bristol-Myers*, 137  
 6 S. Ct. at 1780). In other words, specific jurisdiction may be established *either* by  
 7 showing that the suit arises out of the defendant’s contacts with the forum *or* by  
 8 showing that the suit *relates to* the defendant’s conduct with the forum. *Id.* (“None  
 9 of our precedents has suggested that only a strict causal relationship between the  
 10 defendant’s in-state activity and the litigation will do.”).

11 While a causal connection between a defendant’s contacts and a plaintiff’s  
 12 claim is never required, such a causal connection is unquestionably sufficient. *Id.*  
 13 (“The first half of that standard asks about causation; but the back half, after the  
 14 ‘or,’ contemplates that some relationships will support jurisdiction without a causal  
 15 showing.”). As such, one of the Ninth Circuit’s long-standing tests for the “arise out  
 16 of or relate to” prong of the personal jurisdiction analysis is framed in explicitly  
 17 causal terms and asks whether “‘but for’ the contacts between the Defendants and  
 18 the forum state, the cause of action would not have arisen.” *Quimby-Johnson v.*  
 19 *Bortree*, No. SACV 19-662 JVS (DFMx), 2019 WL 4391131, at \*6 (C.D. Cal. June  
 20 26, 2019). The “but for” rule is often applied in employment law cases. For  
 21 instance, in *Quimby-Johnson*, the Central District found that out-of-state  
 22 defendants’ knowing employment of a plaintiff sales representative who relocated  
 23 to California was sufficient to meet the requirement that the claims “aris[e] out of  
 24 forum-related activities.” *Id.* The court reasoned that the requirement was met  
 25 because plaintiff “would not have suffered harm *but for* the [defendants’]  
 26 employment of [plaintiff], a California resident.” *Id.*; *see also Senne*, 105 F. Supp.  
 27 3d at 1042-43 (“arising out of prong” was satisfied where the court held that “but  
 28 for” out-of-state Major League Baseball teams’ recruiting, scouting, and contractual

1       relationships with named plaintiff minor league players from California, their wage  
 2       and hour claims would not have occurred).

3           **B.       But For Stryker's Employment of Gin in California, Her Wage**  
 4           **Claims Would Not Have Arisen.**

5       Here, Gin's claim for underpayment *arises out of and relates to* Stryker's  
 6       employment of Gin *in California*. Relation between Stryker's contacts and Gin's  
 7       claims is evident from the entire California-centered course of dealing between the  
 8       parties (which is what courts examine when determining the connection between a  
 9       legal claim and the forum state). *See Glob. Commodities Trading Grp., Inc. v.*  
 10      *Beneficio de Arroz Choloma, S.A.*, 972 F.3d 1101, 1108 (9th Cir. 2020). Indeed,  
 11      Gin's hiring, mandatory training, and year-long employment were all undertaken by  
 12      Stryker "for the purpose of obtaining benefits from [] California" in the form of  
 13      sales. *Id.* (holding that a defendant's promise for the purpose of "obtaining benefits  
 14      from a California corporation" weighed in favor of personal jurisdiction). Stryker  
 15      also sent numerous documents regarding her employment (from which Gin's claims  
 16      arose) to California, including its "employment offer, written contract, [and]  
 17      paychecks." Rizley Decl. ¶ 9; *Alexis v. Rogers*, No. 15CV691-CAB-BLM, 2016  
 18      WL 11707630, at \*8 (S.D. Cal. Feb. 26, 2016). Additionally, Stryker must have  
 19      known that the harm of unpaid overtime would be felt in California even if her  
 20      training occurred in New Jersey; Stryker paid Gin using a California tax ID number  
 21      and applied California state income taxes to each paycheck. *See* FAC ¶ 19; Rizley  
 22      Decl., Ex. C & D. The entire course of Stryker and Gin's dealing is a nearly year-  
 23      long employment relationship whose center of gravity was in California based on  
 24      its benefits to Stryker, its long-term area of operation, and the location of harm that  
 25      she ultimately suffered.

26       Further, Gin could even satisfy strict causation through the *but for* test  
 27       (though that is not the standard). Gin was employed in California, misclassified as  
 28       exempt in California, and paid (and underpaid) in California for overtime she

1 worked while training in New Jersey. FAC ¶¶ 19, 45-46; Rizley Decl. ¶ 9. *But for*  
 2 Stryker's decision to hire Gin, a resident of California, as a California-based Sales  
 3 Associate, she would not have been required to travel to New Jersey to complete  
 4 mandatory training and suffered harm as a result of Stryker's employment policies.  
 5 FAC ¶¶ 19, 45-46; Rizley Decl. ¶ 9. The causal relationship between Stryker's  
 6 decision to employ Gin as a Sales Associate in California and mandate training in  
 7 New Jersey where she was misclassified as exempt forms the requisite "connection  
 8 between the forum and the specific claims at issue." *Bristol-Myers*, 137 S. Ct. at  
 9 1776. Stryker's conduct in California *caused* her suit.

10 Stryker cites a number of cases to assert that *Bristol-Myers* should apply to  
 11 named plaintiffs in a class action, but more recent cases from this district suggest  
 12 otherwise.<sup>4</sup> Mot. at 21. The cases Stryker cites are also easily distinguishable; each  
 13 is a products liability suit where plaintiffs were non-residents who did not purchase  
 14 or suffer harm from the products in question within the forum.<sup>5</sup> In the present  
 15 matter, Gin is and was a resident of the forum state, was hired to work in the forum  
 16

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17 <sup>4</sup> See, e.g., *Burchfield v. Prestige Consumer Healthcare, Inc.*, 534 F. Supp. 3d 1192,  
 18 1208 (C.D. Cal. 2021) ("This Court finds the majority position, and the position of  
 19 the Seventh and D.C. Circuits, compelling, and holds that *Bristol-Myers Squibb* has  
 20 no impact on class action practice."); *Cabrera v. Bayer Healthcare, LLC*, No. LA  
 21 CV17-08525 JAK (JPRx), 2019 WL 1146828, at \*8 (C.D. Cal. Mar. 6, 2019) ("The  
 22 decisions concluding that *Bristol-Meyers* does not apply in the class action context  
 23 are more persuasive."); *In re ZF-TRW Airbag Control Units Prods. Liab. Litig.*, No.  
 24 LA ML19-02905 JAK (FFMx), 2022 WL 522484, at \*11 (C.D. Cal. Feb. 9, 2022)  
 25 (collecting cases).

26 <sup>5</sup> See *Pilgrim v. Gen. Motors Co.*, 408 F. Supp. 3d 1160, 1167 (C.D. Cal. 2019)  
 27 ("[T]he issue in this case is whether *Bristol-Myers* applies to the forty out-of-state  
 28 named plaintiffs bringing claims that have no connection to California and are  
 29 based on the laws of twenty different states."); *In re Samsung Galaxy Smartphone  
 Mktg. & Sales Practices Litig.*, No. 16-CV-06391-BLF, 2018 WL 1576457, at \*2  
 (N.D. Cal. Mar. 30, 2018) ("Plaintiff Robison's contacts are indistinguishable: he is  
 a Maryland resident who purchased his S6 in Maryland and suffered all of his  
 injuries in Maryland."); *Gaines v. Gen. Motors, LLC*, No. 17CV1351-LAB (JLB),  
 2018 WL 3752336, at \*1-2 (S.D. Cal. Aug. 7, 2018) (named plaintiff "bought her  
 allegedly defective car [in Pennsylvania], the sunroof leaked there, and GM denied  
 her warranty coverage there"); *Reitman v. Champion Petfoods USA, Inc.*, No. CV  
 18-1736-DOC (JPRx), 2018 WL 4945645, at \*5 (C.D. Cal. Oct. 10, 2018) ("[N]o  
 nonresident Plaintiff states that she purchased Champion pet foods in California,  
 saw Champion pet food labels in California, or suffered any injury in California.").

1 state, suffered the harm of underpayment in California, and her claims naturally  
 2 flowed from Stryker's contacts with California, *i.e.*, its decision to hire her to sell  
 3 its products in California. The requisite connection is far more apparent and  
 4 substantial than in any of the cases Stryker cites.

5 **C. Gin's Choice to Pursue Her Claims Under New Jersey Law Does**  
 6 **Not Minimize Defendant's California Contacts.**

7 Finally, Stryker argues that Gin and the New Jersey Class claims have no  
 8 connection to California because these claims are pled under the New Jersey Wage  
 9 and Hour law. Mot. at 20, 22. This argument conflates choice of law concepts with  
 10 the second prong of the personal jurisdiction analysis, whether Gin's claims arise  
 11 out of or relate to her claims. On this motion, "the issue is personal jurisdiction not  
 12 choice of law," so Gin's decision to pursue her claims under New Jersey law has no  
 13 bearing on this Court's exercise of personal jurisdiction over Stryker. *Keeton v.*  
 14 *Hustler Mag., Inc.*, 465 U.S. 770, 778 (1984) (citation omitted) ("[A]ny potential  
 15 unfairness in applying New Hampshire's statute of limitations to all aspects of this  
 16 nationwide suit [brought by a New York resident against an Ohio resident] has  
 17 nothing to do with the jurisdiction of the Court to adjudicate the claims.");  
 18 *Kumarelas v. Kumarelas*, 16 F. Supp. 2d 1249, 1255 (D. Nev. 1998) ("Even if a  
 19 conflict does exist between Nevada's laws and the 'fundamental substantive social  
 20 policies' of California, such a dispute can be resolved through choice of law rules,  
 21 not jurisdiction."); Nor may Stryker suggest that a California federal court is not  
 22 competent to adjudicate standard issues of New Jersey law under the second prong.  
 23 See, e.g., *Tran v. Muhammad*, No. CV 20-01433-CJC (SKx), 2020 WL 5092832, at  
 24 \*3 (C.D. Cal. Apr. 10, 2020) (dismissing motion to transfer venue where Georgia  
 25 state law claims arose out of plaintiff's employment in California and noting that  
 26 "federal courts are deemed capable of applying the substantive law of other states").  
 27 Stryker's argument is unsupported to the extent it states that the application of  
 28 another forum's law supports its argument on personal jurisdiction. This court has

1 personal jurisdiction over Gin's claims and those of the New Jersey class.

2 **CONCLUSION**

3 For the foregoing reasons, Plaintiffs have met their burden of establishing  
4 that this Court has personal jurisdiction over Stryker, over the claims of the non-  
5 resident opt-ins, and over Gin's claim under New Jersey law. Defendant's motion  
6 should be denied.

7 Dated: December 22, 2022

Respectfully submitted,

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